lured into purchasing from a dealer who has been entrusted with the indicia of ownership. A purchaser in such case is not bound to see the application of the purchase money.

"It is true, as a rule, the seller of personal chattels cannot confer upon a purchaser any better title than he himself has, but if the owner stands by and permits a seller who is a licensed dealer in such goods to hold himself out to the world as the owner, to treat the goods as his own, place them with other similar goods of his own in a public show room, and offer the same indiscriminately with his own to the public, he will be estopped by his conduct from asserting his ownership against a purchaser for value without notice of his title. The constructive notice furnished by a recorded mortgage or deed of trust in such cases is not sufficient. The act of knowingly permitting the goods to be so handled and used by the seller in the ordinary and usual conduct of his business is just as destructive of the rights of the creditor as if such permission had been expressly granted in the mortgage or deed of trust."

The Supreme Court of Washington has accepted a conflicting view of the proper doctrine to be applied to such deeds of trust or chattel mortgages. See *Ephraim* v. *Kelleher*, 4 Wash. 243, 249, and *State Bank* v. *Johnson*, 177 Pac. 340. See also *Levi* v. *Booth*, 58 Md. 305, where the court said that "the bare possession of goods, though he may happen to be a dealer in that class of goods, does not clothe him with power to dispose of the goods as though he were the owner, or as having authority as agent to sell or pledge the goods, to the preclusion of the right of the real owner." But see the later case of *Dias* v. *Chickering*, 64 Md. 348.

According to the instant case, it is not only immaterial that the mortgage did not give a power of sale, but even that the mortgage provided against sale, secretion, conversion, and removal.

The principles enunciated in the principal case certainly seem sound, and they unquestionably respond to the dictates of public policy and commercial convenience.

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ERRATA.—Through an error, for which the author was in no sense responsible, a number of unfortunate mistakes were made in the printing of the notes to the article of Mr. Thomas F. Carroll, appearing in the May number of the REVIEW.

In note 6, the reference to Mr. Harper's speech should be ANNALS, 5TH CONG. I, 141. Note 10, reference to MADISON'S WRITINGS, should be Vol. VI instead of VII. Note 12, the reference should be to ANNALS, 5TH CONG. II, 2142. Note 23, reference to MADISON'S WRITINGS, should be Vol. VI instead of IV. In note 29, citation should be ANNALS, 5TH CONG. III, 2990. In note 30, last reference should be to Mr. Macon's speech. Note 31, last line should read, "ANNALS, 5TH CONG. III, 2989." In note 67 the reference to the writings of Jefferson should be Vol. VIII, p. 218. Note 68 should read, "MADISON'S WRITINGS, VI, 334-335, etc. In note 70, the reference should be to J. S. BASSETT, THE FEDERALIST SYSTEM, instead of to FISKE, CRITICAL PERIOD.